

820

10354-B  
10354-C

LAW OFFICES

ALVORD AND ALVORD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD  
ALBERT H. GREENE  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
ROBERT S. HOPE  
JOHN H. DOYLE  
MILTON C. GRACE\*  
GEORGE JOHN KETO\*\*  
RICHARD N. BAGENSTOS

\* NOT A MEMBER OF  
\*\*ALSO A MEMBER OF OHIO BAR

200 WORLD CENTER BUILDING

916 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006

RECORDATION NO. 10354-C  
Filed 1425

RECORDATION NO. 10354-B  
Filed 1425

SEP 17 1979 - 3 40 PM

SEP 17 1979 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

September 13, 1979

INTERSTATE COMMERCE COMMISSION

OF COUNSEL  
JESS LARSON  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEPHONE  
AREA CODE 202  
393-2266

TELEX  
440348 CDAA UI

3-260A149

SEP 17 1979

20.00

CC Washington, D.C.

Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Madam:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. 11303(a) are 1) original and nineteen counterparts of a first Amendment to Equipment Lease dated as of June 1, 1979, and original and eight counterparts of a first Amendment to Equipment Sublease dated as of June 1, 1979.

The original Equipment Lease dated as of July 15, 1978 and the original Equipment Sublease dated as of July 15, 1978, to which the enclosed documents are amendments, were recorded at 12:15 p.m. on May 9, 1979 and assigned Recordation Numbers 10354 and 10354-A, respectively.

The enclosed Amendments substitute in the descriptions the railroad equipment in Schedules A-1, A-2 and A-3 to the Equipment Lease and Equipment Sublease, the dimension 52'6" for the dimension 152'6".

The names and addresses of the parties to the enclosed documents are:

LESSOR: Wells Fargo Bank, National Association as  
Trustee under USLFI Trust No. 6,  
343 Sansome Street  
San Francisco, CA 94106

LESSEE/  
SUBLESSOR: United States Lease Financing, Inc.  
633 Battery Street  
San Francisco, CA 94111

SUBLESSEE: Stockton Terminal and Eastern Railroad  
24 California Street  
San Francisco, CA 94111

RECEIVED  
SEP 17 3 36 PM '79  
I.O.C.  
FEE OPERATION BR.

*Kayden*  
*C. J.*  
*C. Dwyer*

Secretary  
Interstate Commerce Commission, Pg. 2

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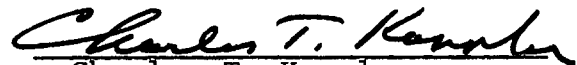
The undersigned is agent for the above-named Lessee/Sublessor for the purposes of the recordation of the enclosed documents, and has knowledge of the matters contained therein.

Please return the counterparts not needed for your records to the undersigned.

Also enclosed is a check in the amount of \$20.00, covering required recordation fees.

Very truly yours,

ALVORD AND ALVORD, as Agent

  
Charles T. Kappler

CTK/bp  
Enclosures

10354-C

RECORDATION NO. 10354-C Filed 1425

SEP 17 1979 -3 40 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT  
TO  
EQUIPMENT SUBLEASE

FIRST AMENDMENT dated as of June 1, 1979 between UNITED STATES LEASE FINANCING, INC., as Sublessor under USLFI Trust No. 6 (the "Lessor"), and STOCKTON TERMINAL AND EASTERN RAILROAD, a California corporation (the "Lessee");

R E C I T A L S:

- A. The Lessor and the Lessee have heretofore entered into an Equipment Sublease dated as of July 15, 1978 (the "Lease"). Capitalized terms used herein shall have the meanings specified in the Lease unless otherwise defined herein.
- B. The Lease has been filed with the Interstate Commerce Commission on May 9, 1979 and assigned Recordation No. 10354-A.
- C. The Lessor has granted to the Owner-Trustee a security interest in the Lease to secure the performance by the Lessor of its obligations as lessee under the Primary Lease, and the Owner-Trustee has made separate assignments of said security interest in the Lease in respect of the Items of Equipment described in Schedules A-1, A-2 and A-3 thereto pursuant to separate Security Agreements to the Note Purchasers.
- D. The Lessor and the Lessee now desire to amend the Lease for the purpose of correcting the physical description of the Equipment set forth therein, and the Owner-Trustee and the Note Purchasers have consented to such amendment.

NOW THEREFORE, the parties hereto do hereby agree that the description of the Items of Equipment set forth in Schedules A-1, A-2 and A-3 to the Lease is hereby amended by substituting the dimension "52'6"" for the dimension "152'6"" presently appearing therein.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Equipment Sublease dated as of July 15, 1978" without making specific reference to this First Amendment, but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

This First Amendment shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

This First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original and all together one and the same instrument.

[CORPORATE SEAL]

UNITED STATES LEASE FINANCING, INC.

By *Hesa Wakeman*  
Its *Vice President*

ATTEST:

*[Signature]*  
Secretary

[CORPORATE SEAL]

STOCKTON TERMINAL AND EASTERN  
RAILROAD

By *Leonard Hardaway Jr*  
Its *President*

ATTEST:

*B. D. Schneider*  
Secretary

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)  
)  
) SS

On this 18<sup>th</sup> day of June, 1979, before me personally appeared Dean Waleman, to me personally known, who being by me duly sworn, says that he is the Vice-President of UNITED STATES LEASE FINANCING, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

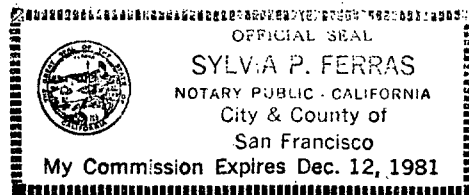
Sylvia P. Ferras  
Notary Public

My commission expires:

STATE OF CALIFORNIA

COUNTY OF San Joaquin

)  
)  
) SS

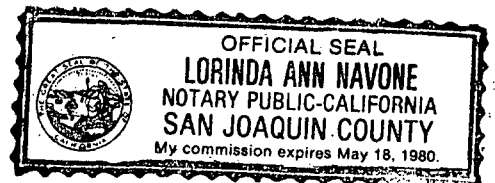


On this 29th day of August, 1979, before me personally appeared Leonard Hardaway Jr., to me personally known, who being by me duly sworn, says that he is the President of STOCKTON TERMINAL AND EASTERN RAILROAD, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Lorinda Ann Navone  
Notary Public

My commission expires: May 18, 1980.



ANNEX 1 TO SCHEDULE C  
(To Equipment Sublease)

The percentages set forth above in this Schedule C have been computed without regard to recapture of the Investment Credit provided for in Section 38 and related sections of the Internal Revenue Code of 1954, as amended. Consequently, the Casualty Value of any Item of Equipment, in the event any Item of Equipment should suffer a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Item shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	21.5502
Fifth	14.3668
Seventh	7.1834

## SCHEDULE OF CASUALTY VALUES

The Casualty Value for an Item of Equipment payable on the Term Lease Commencement Date or any Fixed Rental payment date under the Primary Lease thereafter shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Number of Fixed Rental Payment Date Under the Primary Lease on which Casualty Value is Paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
Term Lease Commencement Date (November 17, 1979)	99.598
1 (May 17, 1980)	100.181
2 (November 17, 1980)	100.155
3 (May 17, 1981)	99.832
4 (November 17, 1981)	99.410
5 (May 17, 1982)	98.801
6 (November 17, 1982)	97.981
7 (May 17, 1983)	96.968
8 (November 17, 1983)	95.753
9 (May 17, 1984)	94.352
10 (November 17, 1984)	92.766
11 (May 17, 1985)	91.004
12 (November 17, 1985)	89.071
13 (May 17, 1986)	86.974
14 (November 17, 1986)	84.723
15 (May 17, 1987)	82.323
16 (November 17, 1987)	79.794
17 (May 17, 1988)	77.139
18 (November 17, 1988)	74.365
19 (May 17, 1989)	71.467
20 (November 17, 1989)	68.462
21 (May 17, 1990)	65.353
22 (November 17, 1990)	62.174
23 (May 17, 1991)	58.910
24 (November 17, 1991)	55.600
25 (May 17, 1992)	52.227
26 (November 17, 1992)	48.828
27 (May 17, 1993)	45.380
28 (November 17, 1993)	41.916
29 (May 17, 1994)	38.409
30 (November 17, 1994)	34.895
31 (May 17, 1995)	31.230
32 (November 17, 1995)	27.445
33 (May 17, 1996)	23.530
34 (November 17, 1996) and thereafter during any storage period	20.000

(USLFI Trust No. 6)

SCHEDULE C  
(to Equipment Sublease)